

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	Tan, Woon Kok, et al.	: Confirmation No.:	9387
Serial No.:	10/821,275	: Art Unit:	3625
Filed:	4/09/2004	: Examiner:	Michael Misiaszek
For:	METHOD AND APPARATUS FOR BUYER CREATED INVOICE	:	

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Commissioner for Patents
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APPEAL BRIEF

Sir/Madam:

The following Appeal Brief is submitted pursuant to the Notice of Appeal filed April 15, 2009 in the above-identified Application.

TABLE OF CONTENTS

<i>(1) Real party in interest</i>	<i>3</i>
<i>(2) Related appeals and interferences</i>	<i>4</i>
<i>(3) Status of claims</i>	<i>5</i>
<i>(4) Status of amendments</i>	<i>6</i>
<i>(5) Summary of claimed subject matter</i>	<i>7</i>
<i>(6) Grounds for Rejection to be reviewed on appeal</i>	<i>11</i>
<i>(7) Arguments</i>	<i>12</i>
<i>(8) Claims appendix</i>	<i>25</i>
<i>(1) Evidence appendix</i>	<i>29</i>
<i>(2) Related Proceedings appendix</i>	<i>30</i>

(1) Real party in interest

The real party in interest is Seagate Technology LLC, having its principal place of business in Scotts Valley, California.

(2) *Related appeals and interferences*

There are no known related appeal or interference cases.

(3) *Status of claims*

Claims 1–23 are pending in the present application.

Claims 1–23 stand under final rejection, from which rejection this Appeal is taken.

(4) Status of amendments

No amendments have been filed subsequent to the final rejection of October 15, 2008.

(5) Summary of claimed subject matter

The following concise explanation of the invention by numbering and insertion of reference pages (p.) and line numbers (l.) is intended to be exemplary and not limiting.

1. A method of creating invoices for goods or services supplied to a buyer [10] from a supplier [14], comprising the steps:

receiving [22] the goods or services at the buyer [10], the receipt of the goods or services evidenced by a receipt document (p. 4, l. 4–5; p. 4, l. 16–20; p. 5, l. 18–21); and

the buyer [10] generating [24] invoices based on the receipt document and providing the generated invoices to the supplier [14] (p. 4, l. 19 – p. 5, l. 2; p. 5, l. 10–11).

2. The method of claim 1, wherein the receipt document reflects actual goods or services received at the buyer [10] (p. 4, l. 22 – p. 5, l. 2).

3. The method of claim 2, wherein the buyer [10] pulls the goods or services from the supplier [14] (p. 4, l. 10–11; p. 5, l. 18–21).

4. The method of claim 2, wherein a third party logistics warehouse system is interposed between the supplier [14] and the buyer [10], such that the third party logistics warehouse system receives the goods or services from the supplier [14] and makes the goods or services available to the buyer [10] (p. 4, l. 6–12).

5. The method of claim 4, wherein the buyer [10] pulls the goods or services from the third party logistics warehouse system (p. 4, l. 8–12).

6. The method of claim 2, further comprising checking [28] the generated invoices and determining whether the generated invoices are approved prior to providing the generated invoices to the supplier [14] (p. 5, l. 3–6; p. 5, l. 10–11).

7. The method of claim 2, further comprising the buyer [10] generating [30] reports based on the generated invoices, the reports containing logistical data (p. 5, l. 3–9; p. 5, l. 11–13).

8. The method of claim 2, further comprising a plurality of suppliers [14] that supply the goods or services to the buyer [10], the plurality of suppliers [14] being identifiable by the buyer [10] such that a particular supplier [14] supplying particular goods

or services is identified by the buyer [10] upon receipt of the goods or services (p. 4, l. 16–27).

9. The method of claim 2, further comprising determining [40] whether goods are returned to the supplier [14], and generating [56] a debit memo if goods have been returned to the supplier [14] (p. 6, l. 22 – p. 7, l. 7).

10. A computer readable media bearing instructions that cause a computer [70] at a buyer [10] to:

determine [40] at the buyer [10] that goods have actually been received at the buyer [10] (p. 5, l. 27 – p. 6, l. 4); and

create [24] an invoice at the buyer [10] based on the determination [40] that goods have actually been received at the buyer [10] (p. 4, l. 19 – p. 5, l. 2).

11. The media of claim 10, wherein the instructions further cause the computer [70] to generate [30] an invoice report and forward the invoice report to a vendor (p. 5, l. 3–5; p. 5, l. 10–11).

12. The media of claim 11, wherein the determination [40] at the buyer [10] that goods have actually been received includes inputting [22] a receipt traveler upon verification of goods received at the buyer [10] (p. 4, l. 16–20).

13. The media of claim 12, wherein the instructions further cause the computer [70] to create [20] a purchase order for goods (p. 4, l. 13–15).

14. The media of claim 13, wherein the instructions further cause the computer [70] to forward the invoice to an invoice approval process [26] prior to generating [30] an invoice report (p. 5, l. 3–5).

15. The media of claim 14, wherein the instructions further cause the computer [70] to generate [60] a debit memo when goods are returned to a vendor (p. 6, l. 22 – p. 7, l. 7).

16. The media of claim 15, wherein the instructions further cause the computer [70] to forward the invoice report to the vendor by electronic mail (p. 6, l. 11–17).

17. An invoicing system for goods and services, comprising:
a computer system [70] (p. 7, l. 8–13); and

means for creating [24] invoices from the computer system at a buyer [10] based on goods or services actually received [22] at the buyer [10] (p. 4, l. 19 – p. 5, l. 2).

18. The system of claim 17, wherein the means for creating [24] invoices includes means for creating [24] the invoices based on receipt documents that document the actual receipt [22] of the goods or services at the buyer [10] (p. 4, l. 19 – p. 5, l. 2).

19. The system of claim 18, further comprising means for providing an invoice report to a vendor based on the invoices created at the buyer [10] (p. 5, l. 3–5; p. 5, l. 10–11).

20. The system of claim 19, further comprising means for generating [60] a debit memo to the vendor when goods are returned to the vendor (p. 6, l. 22 – p. 7, l. 7).

21. A method of creating invoices for goods or services supplied to a buyer [10] from a supplier [14], comprising the steps:

receiving [22] the goods or services at the buyer [10], the receipt of the goods or services evidenced by a receipt document (p. 4, l. 4–5; p. 4, l. 16–20; p. 5, l. 18–21); and

the buyer [10] generating [24] invoices based on the receipt document and providing the generated invoices to the supplier [14], wherein the invoices include quantity and prices of the services or goods supplied (p. 4, l. 19 – p. 5, l. 2; p. 5, l. 10–13).

22. A computer readable media bearing instructions that cause a computer [70] at a buyer [10] to:

determine [40] at the buyer [10] that goods have actually been received at the buyer [10] (p. 5, l. 27 – p. 6, l. 4); and

create [24] an invoice at the buyer [10] based on the determination [40] that goods have actually been received at the buyer [10], wherein the invoices include quantity and prices of the services or goods supplied (p. 4, l. 19 – p. 5, l. 2; p. 5, l. 10–13).

23. An invoicing system for goods and services, comprising:

a computer system [70] (p. 7, l. 8–13); and

means for creating invoices from the computer system at a buyer [10] based on goods or services actually received [22] at the buyer [10], wherein the invoices

Serial No.: 10/821,275
Group Art Unit: 3625

include quantity and prices of the services or goods supplied (p. 4, l. 19 – p. 5, l. 2; p. 5, l. 10–13).

(6) Grounds for Rejection to be reviewed on appeal

Issue #1:

Whether Claims 1-15 and 17-20 were properly rejected under 35 U.S.C. §102(e) as being anticipated by Waddington.

Issue #2:

Whether Claim 16 was properly rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington in view of Shore.

Issue #3:

Whether Claims 21-23 were properly rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington.

(7) Arguments

Issue #1:

Whether Claims 1-15 and 17-20 are properly rejected under 35 U.S.C. §102(e) as being anticipated by Waddington.

Summary of Waddington:

As understood by the Applicants, Waddington provides a distribution system for transferring a plurality of items from a distribution center to a customer comprising a delivery device and a retail device. The delivery device identifies the items and maintains a delivery record of transfer of the items from the distribution center to the customer. The retail device identifies the items and maintains a receipt record of the transfer of the items including inventory of items and price. Upon identifying the item, the delivery device displays a description of the item on a display screen, such as the display on a portable computer. The delivery device identifies the items with a barcode scanner. The delivery device also includes a data entry apparatus to enter transfer information, such as an electronically captured signature, into the delivery record.

Claims 1-9

Claims 1-9 are improperly rejected under 35 U.S.C. §102(e) as being anticipated by Waddington.

Regarding Claims 1-9, the Applicants respectfully traverse the rejection since the Applicants' claimed combination, as exemplified in Claim 1, recites the limitations not disclosed in Waddington of, "the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier." (underlining for clarity)

The distinction between the claimed embodiment and the cited prior art is clear and direct. The cited prior art describes the usual commercial practice of a vendor, seller, or supplier generating an invoice when goods or services are supplied to a buyer and then providing the invoice to the buyer for payment. In contradistinction, the claimed embodiment recites the nonobvious reverse practice, in which the buyer pulls the desired goods, typically without the supplier even knowing about it, and then the buyer generates its own invoice for payment thereof back to the seller, as claimed. This requires an uncommon element of trust that contradicts decades, if not centuries, of typical commercial practice as represented by Waddington. Yet, by virtue of the claimed embodiment, substantial

efficiencies and significant savings can be realized. All this is achieved by the nonobvious reversal of the usual and customary commercial practices.

As mentioned above, Waddington teaches well-known and shop-worn customary practices. The Examiner states in the Final Office Action dated October 15, 2008 that, “Waddington discloses a method for goods or services supplied to a buyer from a supplier, comprising: ... the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier (at least paragraph [0011]: buyer verifies contents using shipping record and item lists)...” However at paragraph [0011], Waddington discloses the customary practice of a seller generating a shipping record at the time of shipment and providing that shipping record to the buyer for verification. Importantly, nowhere does Waddington disclose a buyer generating the record of the sale after receipt of goods or services, and then the buyer using that record to provide the seller with an invoice for the benefit of the seller.

Waddington thus directly teaches away from the claimed embodiment. Namely, Claim 1 recites, “receiving the goods or services at the buyer, the receipt of the goods or services evidenced by a receipt document; and the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier.” Applicants disclose a buyer generating a delivery order or receipt traveler upon receipt of goods (at least paragraph [22] of the instant specification), the buyer generating an invoice based upon the receipt documents (at least paragraph [23] of the instant specification), and the buyer providing the invoice to the supplier (at least paragraph [26] of the instant specification). Waddington’s teaching is the complete opposite of Claim 1.

Therefore, Claims 1-9 of the present application are clearly not anticipated by Waddington and are patentable because, “[a] claim is anticipated only if each and every element *as set forth in the claim* is found, either expressly or inherently described, in a single prior art reference.” (*Kalman v Kimberley Clark Corp.*, 713 Fed. 2nd 760, 771, 218 USPQ 781, 789 (Fed. Cir. 1983), *Cert. Denied*, 465 U.S. 1026, 224 USPQ 520, 1984.) [emphasis in original] Namely, Waddington fails to teach or suggest, “receiving the goods or services at the buyer, the receipt of the goods or services evidenced by a receipt document; and the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier,” as recited in Claim 1.

In addition, with regard to Claims 1-9, Applicants respectfully assert that the Examiner’s arguments concerning the definition of the word “invoice” are a distraction, since

no characterization of Waddington's buyer's activities produces a buyer-generated invoice as recited in Claim 1, and as would be clearly understood by a person of ordinary skill in the art upon reading the instant disclosure.

In particular, as made clear in the present specification, the buyer generates an invoice that is disclosed (at least in paragraphs [26] and [32]) as including information necessary, for example, to the seller to understand and document material elements of the sales transaction, in particular, information such as inventory, payments made by the buyer, prices, tax amounts, and so forth. No such "invoice" is disclosed in Waddington relating to the buyer, and Waddington's customer generates no such document. A person of ordinary skill in the art would clearly understand that the invoice generated by the buyer as recited in the claimed embodiment is different and performs a uniquely different function from the information generated by Waddington's customer.

It is therefore error for the Examiner to misconstrue the clear meaning of the term "invoice" in Claim 1. As stated by the CAFC, it is the use of the words in the context of the written description and customarily by those skilled in the relevant art that accurately reflects both the "ordinary" and the "customary" meaning of the terms in the claims. *Ferguson Beauregard/Logic Controls v. Mega Systems*, 350 F.3d 1327, 1338, 69 USPQ2d 1001, 1009 (Fed. Cir. 2003). And since it is well established law that the inventor is entitled to be his own lexicographer, as recently reaffirmed by the CAFC in *Phillips v. AWH Corp.* 415 F.3d 1303 (Fed. Cir. 2005) (*en banc*), the Applicants' definitions in the specification control the meanings of the terms appearing in the Claims.

Accordingly, the Claim rejections are reversible error, based on *Kalman v Kimberley Clark Corp.* and *Phillips v. AWH Corp.*, *supra*. Reversal of the rejection of claims 1-9 is accordingly respectfully requested.

Claims 2-9 are similarly allowable due to their dependency.

Claims 10-15

Claims 10-15 are rejected under 35 U.S.C. §102(e) as being anticipated by Waddington. Applicants respectfully submit that the embodiments of the present invention as recited in Claims 10-15 are not anticipated by Waddington.

Independent Claim 10 recites a computer readable media bearing instructions that cause a computer at a buyer to:

determine at the buyer that goods have actually been received at the buyer;
and
create an invoice at the buyer based on the determination that goods have actually been received at the buyer.

Claims 11-15 depend from independent Claim 10 and recite further embodiments of the claimed invention.

Page 5 of the rejection states “Waddington discloses a computer readable media bearing instructions that cause a computer at a buyer to ... create an invoice at the buyer based on the determination that goods have actually been received at the buyer (at least paragraph [0011]: electronically creating receipt and shipping records).” Applicants respectfully submit that Waddington fails to teach or suggest the elements of “create an invoice at the buyer based on the determination that goods have actually been received at the buyer” as recited in independent Claim 10.

Applicants respectfully submit that at paragraph [0011], Waddington discloses the customary practice of a seller creating a shipping record at the time of shipment and providing that shipping record to the buyer for verification. Importantly, nowhere does Waddington disclose creating an invoice at the buyer based on the receipt of goods or services that have been actually received, as claimed.

Therefore, Claims 10-15 of the present application are not anticipated by Waddington and are patentable because, “[a] claim is anticipated only if each and every element *as set forth in the claim* is found, either expressly or inherently described, in a single prior art reference.” (*Kalman v Kimberley Clark Corp.*, 713 Fed. 2nd 760, 771, 218 USPQ 781, 789 (Fed. Cir. 1983), *Cert. Denied*, 465 U.S. 1026, 224 USPQ 520, 1984.) [emphasis in original] Namely, Waddington fails to teach or suggest, “create an invoice at the buyer based on the determination that goods have actually been received at the buyer,” as claimed in Claim 10.

In addition, with regard to Claims 10-15, Applicants respectfully assert that the Examiner’s arguments concerning the definition of the word “invoice” are a distraction, since no characterization of Waddington’s buyer’s activities produces a buyer-generated invoice as recited in Claim 10, and as would be clearly understood by a person of ordinary skill in the art upon reading the instant disclosure.

In particular, as made clear in the present specification, the buyer generates an invoice that is disclosed (at least in paragraphs [26] and [32]) as including information necessary, for example, to the seller to understand and document material elements of the sales transaction,

in particular, information such as inventory, payments made by the buyer, prices, tax amounts, and so forth. No such “invoice” is disclosed in Waddington relating to the buyer, and Waddington’s customer generates no such document. A person of ordinary skill in the art would clearly understand that the invoice generated by the buyer as recited in the claimed embodiment is different and performs a uniquely different function from the information generated by Waddington’s customer.

It is therefore error for the Examiner to misconstrue the clear meaning of the term “invoice” in Claim 10. As stated by the CAFC, it is the use of the words in the context of the written description and customarily by those skilled in the relevant art that accurately reflects both the “ordinary” and the “customary” meaning of the terms in the claims. *Ferguson Beauregard/Logic Controls v. Mega Systems*, 350 F.3d 1327, 1338, 69 USPQ2d 1001, 1009 (Fed. Cir. 2003). And since it is well established law that the inventor is entitled to be his own lexicographer, as recently reaffirmed by the CAFC in *Phillips v. AWH Corp.* 415 F.3d 1303 (Fed. Cir. 2005) (*en banc*), the Applicants’ definitions in the specification control the meanings of the terms appearing in the Claims.

Accordingly, the Claim rejections are reversible error, based on *Kalman v Kimberley Clark Corp.* and *Phillips v. AWH Corp.*, *supra*. Reversal of the rejection of claims 10-15 is accordingly respectfully requested.

Claims 11-15 are similarly allowable due to their dependency.

Claims 17-20

Claims 17-20 are rejected under 35 U.S.C. §102(e) as being anticipated by Waddington. Applicants respectfully submit that the embodiments of the present invention as recited in Claims 17-20 are not anticipated by Waddington.

Independent Claim 17 recites an invoicing system for goods and services, comprising:
a computer system; and
means for creating invoices from the computer system at a buyer based on goods or services actually received at the buyer.

Claims 18-20 depend from independent Claim 17 and recite further elements of the claimed invention.

Page 6 of the rejection states “Waddington discloses an invoicing system for goods and services, comprising ... means for creating invoices from the computer system at a buyer based on goods or services actually received at the buyer (at least paragraph [0011]:

electronically creating receipt and shipping records).” Applicants respectfully submit that Waddington fails to teach or suggest the elements of “means for creating invoices from the computer system at a buyer based on goods or services actually received at the buyer” as recited in independent Claim 17.

Applicants respectfully submit that at paragraph [0011], Waddington discloses the customary practice of a seller creating a shipping record at the time of shipment and providing that shipping record to the buyer for verification. Importantly, nowhere does Waddington disclose creating an invoice at the buyer based on the receipt of goods or services that have been actually received, as claimed in Claim 17.

Therefore, Claims 17-20 of the present application are clearly not anticipated by Waddington and are patentable because, “[a] claim is anticipated only if each and every element *as set forth in the claim* is found, either expressly or inherently described, in a single prior art reference.” (*Kalman v Kimberley Clark Corp.*, 713 Fed. 2nd 760, 771, 218 USPQ 781, 789 (Fed. Cir. 1983), *Cert. Denied*, 465 U.S. 1026, 224 USPQ 520, 1984.) [emphasis in original] Namely, Waddington fails to teach or suggest, “means for creating invoices from the computer system at a buyer based on goods or services actually received at the buyer,” as recited in Claim 17.

In addition, with regard to Claims 17-20, Applicants respectfully assert that the Examiner’s arguments concerning the definition of the word “invoice” are a distraction, since no characterization of Waddington’s buyer’s activities produces a buyer-generated invoice as clearly recited, and as would be clearly understood by a person of ordinary skill in the art upon reading the instant disclosure.

In particular, as made clear in the present specification, the buyer generates an invoice that is disclosed (at least in paragraphs [26] and [32]) as including information necessary, for example, to the seller to understand and document material elements of the sales transaction, in particular, information such as inventory, payments made by the buyer, prices, tax amounts, and so forth. No such “invoice” is disclosed in Waddington relating to the buyer, and Waddington’s customer generates no such document. A person of ordinary skill in the art would clearly understand that the invoice generated by the buyer as recited in the claimed embodiment is different and performs a uniquely different function from the information generated by Waddington’s customer.

It is therefore error for the Examiner to misconstrue the clear meaning of the term “invoice” in the present Claims. As stated by the CAFC, it is the use of the words in the

context of the written description and customarily by those skilled in the relevant art that accurately reflects both the “ordinary” and the “customary” meaning of the terms in the claims. *Ferguson Beauregard/Logic Controls v. Mega Systems*, 350 F.3d 1327, 1338, 69 USPQ2d 1001, 1009 (Fed. Cir. 2003). And since it is well established law that the inventor is entitled to be his own lexicographer, as recently reaffirmed by the CAFC in *Phillips v. AWH Corp.* 415 F.3d 1303 (Fed. Cir. 2005) (*en banc*), the Applicants’ definitions in the specification control the meanings of the terms appearing in the Claims.

Accordingly, the Claim rejections are reversible error, based on *Kalman v Kimberley Clark Corp.* and *Phillips v. AWH Corp.*, *supra*. Reversal of the rejection of claims 17-20 is accordingly respectfully requested.

Claims 18-20 are similarly allowable due to their dependency.

Issue #2:

Whether Claim 16 is properly rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington in view of Shore.

Summary of Waddington:

Supra

Summary of Shore:

As understood by the Applicants, Shore provides apparatus, systems and methods to wirelessly pay for purchases, electronically interfaced with financial accounting systems, and electronically record and wirelessly communicate authorization transactions using Personal Digital Assistant ("PDA") (also referred to as Personal Intelligent Communicators (PICs), and Personal Communicators), palm computers, intelligent handheld cellular and other wireless telephones, and other personal handheld electronic devices configured with infrared or other short range data communications (for referential simplicity, such devices are referred to herein as "PDA's"). Shore further provides apparatus, firmware, software programs and computer-implemented methods for making service and/or sale service charge payments for credit card charges, debit card charges, electronic cash transfers, ticket and other like financial transactions and for other types of transactions, such as for electronic coupons, where the amount of the transaction is for a small amount of money, such as, for example, less than \$5.00.

Claim 16

Dependant Claim 16 recites all of the limitations of Claim 10 plus additional limitations. Shore fails to remedy the failures of Waddington, as argued above with respect to independent Claim 10. Accordingly, since Shore also fails to teach creating an invoice at the buyer based on the determination that goods have actually been received at the buyer, as claimed in Claim 10, the combination of these references, taken as a whole, as suggested by the Examiner, likewise fails to teach or suggest the present invention, as set forth in Claim 16. "[T]he prior art reference (or references when combined) must teach or suggest **all** the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure." *In re Vaeck*, 947 F2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991) [bold for clarity].

Based on all of the above, it is respectfully submitted that dependant Claim 16 is allowable under 35 U.S.C. §103(a) as not obvious over Waddington in view of Shore. Reversal of the rejection is accordingly respectfully requested.

Issue #3:

Whether Claims 21-23 are properly rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington.

Summary of Waddington:

Supra

Claim 21

Claim 21 is rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington. Applicants respectfully submit that the embodiment of the present invention as recited in Claims 21 is patentable over Waddington.

Independent Claim 21 recites a method of creating invoices for goods or services supplied to a buyer from a supplier, comprising the steps (emphasis added):

receiving the goods or services at the buyer, the receipt of the goods or services evidenced by a receipt document; and

the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier, wherein the invoices include quantity and prices of the services or goods supplied.

Page 8 of the rejection states “applicant’s own specification (see paragraph [04]) acknowledges that an invoice including both quantities and prices of goods or services is common practice.” Applicants respectfully submit that paragraph [04] fails to teach or suggest the elements of “the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier, wherein the invoices include quantity and prices of the services or goods supplied” as recited in independent Claim 21.

Applicants respectfully submit that Waddington in view of paragraph [04] describes the customary practice of a seller creating an invoice and providing that invoice to the buyer for verification. Importantly, nowhere does paragraph [04] disclose creating an invoice at the buyer based on the receipt of goods or services that have been actually received, as claimed in Claim 21. It would not be obvious for a buyer to create the invoice because the cited passages teach the seller already doing this. Therefore, Claim 21 of the present application is clearly patentable over Waddington in view of paragraph [04]. Reversal of the rejection is accordingly respectfully requested.

Claim 22

Claim 22 is rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington. Applicants respectfully submit that the embodiment of the present invention as recited in Claims 22 is patentable over Waddington.

Independent Claim 22 recites a computer readable media bearing instructions that cause a computer at a buyer to (emphasis added):

determine at the buyer that goods have actually been received at the buyer;
and
create an invoice at the buyer based on the determination that goods have actually been received at the buyer, wherein the invoices include quantity and prices of the services or goods supplied.

Page 8 of the rejection states “applicant’s own specification (see paragraph [04]) acknowledges that an invoice including both quantities and prices of goods or services is common practice.” Applicants respectfully submit that Waddington in view of paragraph [04] fails to teach or suggest the elements of “create an invoice at the buyer based on the determination that goods have actually been received at the buyer, wherein the invoices include quantity and prices of the services or goods supplied” as recited in independent Claim 22.

Applicants respectfully submit that paragraph [04] describes the customary practice of a seller creating an invoice and providing that invoice to the buyer for verification. Importantly, nowhere does paragraph [04] disclose creating an invoice at the buyer based on the receipt of goods or services that have been actually received, as claimed in Claim 22. It would not be obvious for the buyer to generate an invoice because the cited passages teach the seller already generated the invoice. Therefore, Claim 22 of the present application is clearly patentable over Waddington in view of paragraph [04]. Reversal of the rejection is accordingly respectfully requested.

Claim 23

Claim 23 is rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington. Applicants respectfully submit that the embodiment of the present invention as recited in Claims 23 is patentable over Waddington.

Independent Claim 23 recites an invoicing system for goods and services, comprising (emphasis added):

a computer system; and

means for creating invoices from the computer system at a buyer based on goods or services actually received at the buyer, wherein the invoices include quantity and prices of the services or goods supplied.

Page 8 of the rejection states “applicant’s own specification (see paragraph [04]) acknowledges that an invoice including both quantities and prices of goods or services is common practice.” Applicants respectfully submit that paragraph [04] in view of Waddington fails to teach or suggest the elements of “means for creating invoices from the computer system at a buyer based on goods or services actually received at the buyer, wherein the invoices include quantity and prices of the services or goods supplied” as recited in independent Claim 23.

Applicants respectfully submit that paragraph [04] describes the customary practice of a seller creating an invoice and providing that invoice to the buyer for verification. Importantly, nowhere does paragraph [04] disclose creating an invoice at the buyer based on the receipt of goods or services that have been actually received, as claimed in Claim 23. It would not be obvious for the buyer to generate the invoice because the cited passages teach that the seller already generated the invoice. Therefore, Claim 23 of the present application is clearly patentable over Waddington in view of paragraph [04]. Reversal of the rejection is accordingly respectfully requested.

(8) Claims Appendix

See Appendix I

(9) Evidence Appendix

See Appendix II

(10) Related Proceedings Appendix

See Appendix III

Conclusion and Relief Requested:

With respect to the issues presented in this appeal as set forth above in section (6), the Applicants hereby solicit a ruling that:

(a) Claims 1-15 and 17-20 were improperly rejected under 35 U.S.C. §102(e) as being anticipated by Waddington. This rejection should be reversed.

(b) Claim 16 was improperly rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington in view of Shore. This rejection should be reversed.

(c) Claims 21-23 were improperly rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington.

Claims 1-23 are patentable over the cited prior art, the application is in condition for allowance, and a Notice of Allowance to that effect should be issued.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including any extension of time fees, to Deposit Account No. 50-4160 and please credit any excess fees to such deposit account.

Respectfully submitted,

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APPENDICES follow on separate pages

(8) Claims appendix

Appendix I – Claims on Appeal

1. A method of creating invoices for goods or services supplied to a buyer from a supplier, comprising the steps:

receiving the goods or services at the buyer, the receipt of the goods or services evidenced by a receipt document; and

the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier.

2. The method of claim 1, wherein the receipt document reflects actual goods or services received at the buyer.

3. The method of claim 2, wherein the buyer pulls the goods or services from the supplier.

4. The method of claim 2, wherein a third party logistics warehouse system is interposed between the supplier and the buyer, such that the third party logistics warehouse system receives the goods or services from the supplier and makes the goods or services available to the buyer.

5. The method of claim 4, wherein the buyer pulls the goods or services from the third party logistics warehouse system.

6. The method of claim 2, further comprising checking the generated invoices and determining whether the generated invoices are approved prior to providing the generated invoices to the supplier.

7. The method of claim 2, further comprising the buyer generating reports based on the generated invoices, the reports containing logistical data.

8. The method of claim 2, further comprising a plurality of suppliers that supply the goods or services to the buyer, the plurality of suppliers being identifiable by the buyer such that a particular supplier supplying particular goods or services is identified by the buyer upon receipt of the goods or services.

9. The method of claim 2, further comprising determining whether goods are returned to the supplier, and generating a debit memo if goods have been returned to the supplier.

10. A computer readable media bearing instructions that cause a computer at a buyer to:

determine at the buyer that goods have actually been received at the buyer; and
create an invoice at the buyer based on the determination that goods have actually been received at the buyer.

11. The media of claim 10, wherein the instructions further cause the computer to generate an invoice report and forward the invoice report to a vendor.

12. The media of claim 11, wherein the determination at the buyer that goods have actually been received includes inputting a receipt traveler upon verification of goods received at the buyer.

13. The media of claim 12, wherein the instructions further cause the computer to create a purchase order for goods.

14. The media of claim 13, wherein the instructions further cause the computer to forward the invoice to an invoice approval process prior to generating an invoice report.

15. The media of claim 14, wherein the instructions further cause the computer to generate a debit memo when goods are returned to a vendor.

16. The media of claim 15, wherein the instructions further cause the computer to forward the invoice report to the vendor by electronic mail.

17. An invoicing system for goods and services, comprising:

a computer system; and

means for creating invoices from the computer system at a buyer based on goods or services actually received at the buyer.

18. The system of claim 17, wherein the means for creating invoices includes means for creating the invoices based on receipt documents that document the actual receipt of the goods or services at the buyer.

19. The system of claim 18, further comprising means for providing an invoice report to a vendor based on the invoices created at the buyer.

20. The system of claim 19, further comprising means for generating a debit memo to the vendor when goods are returned to the vendor.

21. A method of creating invoices for goods or services supplied to a buyer from a supplier, comprising the steps:

receiving the goods or services at the buyer, the receipt of the goods or services evidenced by a receipt document; and

the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier, wherein the invoices include quantity and prices of the services or goods supplied.

22. A computer readable media bearing instructions that cause a computer at a buyer to:

determine at the buyer that goods have actually been received at the buyer; and

create an invoice at the buyer based on the determination that goods have actually been received at the buyer, wherein the invoices include quantity and prices of the services or goods supplied.

23. An invoicing system for goods and services, comprising:

a computer system; and

means for creating invoices from the computer system at a buyer based on goods or services actually received at the buyer, wherein the invoices include quantity and prices of the services or goods supplied.

(1) Evidence appendix

APPENDIX II

Evidence under 37 CFR 1.130, 1.131, or 1.132 entered by examiner and relied upon by appellant or any other evidence entered by the examiner and relied upon by appellant in the appeal, along with a statement setting forth where in the record that evidence was entered by the examiner
(37 CFR 41.37(c)(1)(ix))

None

(2) Related Proceedings appendix

APPENDIX III

Decisions rendered by a court or the Board identified in
Related Appeals and Interferences section

(37 CFR 41.37(c)(1)(x))

Copies of the following decisions are herein enclosed:

None